



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for Central Plume PCE/TCE Remedial Measures Project and Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement and Extensions with Diede Construction, Inc., of Woodbridge, for Operations and Maintenance Services and Appropriating Funds (\$558,870)

**MEETING DATE:** April 4, 2012

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Accept improvements under contract for Central Plume PCE/TCE remedial measures project and adopt resolution authorizing City Manager to execute professional services agreement and extensions with Diede Construction, Inc., of Woodbridge, for operations and maintenance services, and appropriating funds in the amount of \$558,870.

**BACKGROUND INFORMATION:** The project was awarded to Diede Construction, Inc., of Woodbridge, in the amount of \$1,758,672.42, on March 7, 2010. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of design, construction, one year operation and maintenance of a groundwater extraction and treatment system and a soil vapor extraction and treatment system. The Central Plume Source Area is bounded by Pine Street, Oak Street, Church Street and Pleasant Avenue. The project included two groundwater extraction wells, nine soil vapor extraction well sites (18 wells), three monitoring well sites (three wells each), an approximately 800-square-foot treatment facility, electrical and control wiring, associated utility piping and site improvements.

The contract was substantially completed by the contract completion date of May 27, 2011. The facility has been operating since April 2011. The delay in final acceptance is related to additional work required by the Central Valley Regional Water Quality Control Board (Regional Board), including adding a third groundwater extraction well. The final contract price was \$1,794,205.34. The difference between the original contract amount and the final contract price is due to five contract change orders, as shown below.

Change Order No. 1 included increasing the size of the treatment facility and revised vapor well drilling details (\$26,055).

Change Order No. 2 included removing and replacing five driveways, including two alley approaches, impacted by the project area to meet current ADA requirements (\$41,579.13).

Change Order No. 3 included costs associated with decommissioning the Guild Cleaners treatment facility and repaving the entire alley between Church Street and Pleasant Avenue. This item was pre-approved by City Council on April 20, 2011, per Resolution No. 2011-56 (\$186,260).

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APPROVED:

A handwritten signature in black ink, appearing to read "Konradt Bartlam".

Konradt Bartlam, City Manager

Change Order No. 4 included the installation of groundwater extraction Well No. EW-06, as required by the Regional Board (\$74,890).

Change Order No. 5 included the additional water sampling and testing for extraction Well No. EW-06, soil vapor system optimization testing, and contractor pollution liability insurance costs caused by the delay between the substantial completion date and the actual contract acceptance date (\$13,162).

To date, 1,650 pounds of PCEPTCE has been removed by this system. Combined with the system that operated for years at Guild Cleaners, the total removal is approximately 8,000 pounds.

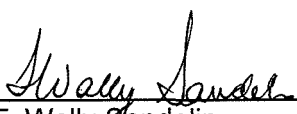
Council is also being requested to authorize a professional services agreement with Diede Construction for the ongoing operations and maintenance services for the treatment facility. The original bid documents required the contractor to provide a proposal for monthly costs for Year 2 for maintenance, operations, testing and reporting. This price shall be used should the City wish to continue using the contract services beyond the current contract duration. Staff recommends Council exercise this option. The total professional service agreement is for \$558,870. However, the 12-month operation, maintenance, sampling and reporting costs are \$48,960. The remainder of the \$558,870 is for the replacement of Granular Activated Carbon (GAC) and water waste disposal. These materials are paid on an as-used basis only. Staff also recommends that the City Manager be authorized to negotiate and execute annual extensions of the professional services agreement.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

**FISCAL IMPACT:** Capital and Operations funding for these facilities was anticipated in the current water rate.

**FUNDING AVAILABLE:** Requested Appropriation:  
Central Plume Settlement Funds (190) \$558,870

  
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Jordan Myers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Gandelin  
Public Works Director

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1**

#### **I F**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on April 5, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and DIEDE CONSTRUCTION, INC. (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Year Two operation, maintenance, sampling and reporting services, as submitted with the Central Plume Interim Remedial Measures Improvement Project bid submitted on February 23, 2010 (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2**

#### **SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames.

The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on April 5, 2012 and terminates upon the completion of the Scope of Services or on April 4, 2013, whichever occurs first.

**ARTICLE 3**  
**ATI**

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**Section 3.1    Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

**Section 3.2    Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

**Section 3.3    Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.4    Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**§ C JS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2. ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Contractor's Liability for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: F. Wally Sandelin

To CONTRACTOR:        Diede Construction, Inc.  
                                     P.O. Box 1007  
                                     Woodbridge, CA 95259  
                                     Attn: Paul Bickford

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

#### **Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

#### **Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

#### **Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

#### **Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.



**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit        apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: Diede Construction

By: \_\_\_\_\_



By: \_\_\_\_\_

Name:

Title:

**Attachments:**

**Exhibit A – Scope of Services**

**Exhibit B – Fee Proposal**

**Exhibit C – Insurance Requirements**

**Funding Source:** 190121.7720  
**(Business Unit & Account No.)**

Doc ID: PSA Central Plume Year 2 O&M 2012

CA:rev.01.2012

**Permits, Certificates, Laws and Ordinances** The Contractor and all subcontractors shall have a valid State Contractor's license issued by the State of California and at their own expense procure all permits, certificates and licenses required of them for the execution of their work. They shall comply with all federal, state or local laws, agencies, ordinances or rules and regulations relating to the performance of the work. Reference is made to the State of California Department of Water Resources Bulletins No. 74 and 74-5.

The Contractor shall be responsible for furnishing all tests, permits and filing of the logs as required by law except as noted in these Special Provisions, including San Joaquin County Public Health Well Drilling and Pump Installation Permit. **The Contractor is required to submit Start-up, Operations, Maintenance and Testing plans to the State Regional Water Quality Control Board for approval and compliance.**

**The contractor will be liable for all violations, fines and penalties related to the construction and operation of the treatment facility.**

**Start Up and Testing** The contractor shall coordinate and make available the appropriate staff, craftsmen, tradesmen, technicians, and manufacturer representatives to participate in the completed project start up. The purpose is to operate pumps, valves, switches and other equipment; calibrate; correct problems; make repairs; replace faulty equipment; and otherwise address workmanship issues prior to acceptance by the City. The Contractor shall also provide sufficient field water and soil vapor PCE/TCE testing and analysis equipment to verify that design removal is being achieved and approved by controlling agencies.

**Payment** - The lump sum price paid for the "Start up and Testing" shall include full compensation for furnishing all labor, materials, tools and equipment to complete the work of start up and testing, all as show in the plans and specifications and in Section 6-145 "Start Up and Testing" and no additional compensation will be allowed.

### **Health and Safety**

Contractor shall submit a site safety plan to the City a minimum of 12 working days prior to beginning work. Site safety plan shall be in accordance with U.S. Department of Labor, 29 CFR 1910 and CALOSHA and include job safety analysis specific to the general tasks to be performed at the site. Contractor shall supply evidence of 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training of all field personnel and subcontracted personnel prior to start of work. The contractor is solely responsible for project safety.

Contractor and their subcontractors shall comply at all times with the health and safety plan provided by contractor. Contractor must document to the Engineer that all workers have 40 hours of OSHA training per 40 CFR 120. Contractor must provide personal protective equipment for their personnel and subcontractor personnel at all times. Contractor shall operate in a safe and controlled manner at all times.

Contractor shall conduct and document a thorough safety tailgate meeting as required. The tailgate meetings shall include discussions of client safety expectations. All subcontractors shall be given a documented safety tailgate meeting prior to start of work. Contractor shall provide for and ensure the safety programs, behavior and compliance with these notes of all subcontractors. Contractor shall provide direct oversight of all subcontractors used on this

project. If translation is required for any employee to understand the site safety indoctrination, that translation shall be provided by Contractor.

Contractor shall furnish and make available at all times: fire extinguisher, eyewash station, first aid kit, stop/slow handheld traffic sign, an adequate number of 4-foot high traffic delineators and snow fencing, a portable self-contained outhouse, hearing protection, eye protection, and adequate drinking water.

Contractor and subcontractor dress code on the work site shall include at a minimum: safety vest with reflective stripes, hardhat, safety glasses with sideshields, appropriate gloves, long sleeve shirt, pants, hearing protection, and steel toe boots, or other equipment as required by regulations.

All mechanical equipment used onsite shall be inspected and documented at the start of each day. Equipment maintenance records shall be provided to the Engineer with all mechanical equipment used onsite. Any equipment that is worn or otherwise unsafe shall not be used and shall be repaired or replaced at Contractor's expense. Any employee of Contractor that uses a forklift shall provide evidence of forklift certification and training to the Engineer prior to use. Spotters shall be used for any equipment operating in reverse on the site. Seatbelts shall be worn at all times while operating any mechanical equipment on or off the site. Cell phone use is prohibited while operating any mechanical equipment at the site.

A pre-job conference call will be held prior to the start of work and shall be attended by a person in responsible charge of this project representing Contractor and a representative from all subcontractors.

Only appropriate clevis shall be used in lifting applications. Loads shall be secured using a threaded U-bolt.

Contractor shall use proper and safe lifting methods to include a 50-pound limit per person. Awkward items weighing more than 30 pounds shall be lifted by more than one person.

All excavations within 5 feet lateral distance of a marked utility shall be hand-dug using only hand tools to break ground, move soil or debris, or otherwise disturb the excavation from top to bottom.

**All below grade existing utilities shall be located and confirmed using hydro-excavation. Complete plan must be submitted and approved by the City prior to the start of work.**

Contractor shall provide one person with responsible charge and sufficient authority to enforce health and safety and adherence to these notes at all times that work is in progress.

Failure to comply with any of the above-stated is reason for jobsite shutdown by the Engineer or the City at Contractor's expense to repair the situation.

All construction areas shall be clearly marked with barricades, cones, plates, or other approved safety markers to restrict access and provide a safe work environment for the Contractor and station customers.

All site workers shall have loss prevention system (LPS) training and certification.

**Payment** The lump sum price paid for Health and Safety shall include all labor, materials, tools and equipment to submit a site safety plan and compliance both on and off the job site and no additional compensation will be allowed.

### **Start Up and Maintenance and Operations Manual**

As part of the work required under this item, the Contractor shall prepare a draft and final manual. The draft manual shall be completed prior to start up and in sufficient time to permit 14 day review by the City. The final manual shall incorporate all review comments from the City and the design team. An addendum to the final manual will include input from operators during the first year of operation. **Manual must meet Regional Water Quality Control Board requirement and approvals.**

The Startup and Operations and Maintenance Manual shall include written procedures, set points, configuration parameters, instrument calibration ranges, and a detailed troubleshooting guide for all the equipment provided by the Contractor. A maintenance and calibration schedule for all equipment should also be included. The manual shall also include forms to be completed by the operator monthly, detailing the operation of the system and its components with regard to number of wells in operation, number of days of operation, quantity of groundwater or vapor extracted, and average groundwater or vapor extraction rate.

The Startup and Operations and Maintenance Manual (O&M) shall be organized as follows:

1. Introduction - A description of the remediation site, extent and type of contamination issues, short history of decision making that lead to the remediation effort, identification of lead agency, approved remediation system description, and a description of the O&M activities.
2. Site Components - A listing of each component by name and number and a detailed description of how they function and will be maintained.
3. Treatment System Procedures - This section will detail start up and shut down procedures for the operator, and monitoring and sampling procedures.
4. Permits – This section will include a detailed description of the governing permits of the remediation and a listing of who is responsible for each aspect of compliance with the permit.
5. Performance Evaluation – This section details the reporting requirements for the operation and status of the remediation system.
6. Corrective Measures – This section will detail how the operator shall respond to routine and unexpected maintenance events, as well as unexpected changes in contaminant levels. A listing of alarm situations and corrective measures shall be detailed herein. A statement indicating what the response and repair time will be for various items of work shall also be included.
7. Detailed description of sampling procedures, including containerization, sampling, chain of custody, QA/QC details, disposal of samples, and forms for transmittal of results to the engineer.
8. Site safety plan and records indicating that employees and/or subcontractors have been trained in accordance with the plan.
9. References – A listing of governing agencies, work plans, action plans, and clean up orders shall be detailed here.
10. Plans and specifications for the construction of the Remediation System.
11. List of names and phone numbers of personnel critical to the maintenance and operation of the remediation system.

The lump sum contract price paid for the bid item "Start up and Maintenance and Operations Manual" shall include all labor, materials, tools, and equipment to complete the work to the satisfaction of the City and other agencies governing the cleanup operation, and no additional compensation shall be allowed.

### **Operations Project Management**

This item shall include all appropriate labor, materials, tools, and equipment to provide project execution and oversight to the Maintenance and Operation work, with special consideration for health and safety issues. The work shall also include attention to and response to questions from the City, the public, and controlling and regulatory agencies. The bidder shall review and refer to the EPA document "Elements of Effective Management of Operation of Pump and Treat Systems" <http://www.clu.in.org> for details on the following topics that shall be included in project management:

- Prepare reports and recommend changes to system
- System goals and exit strategy
- Evaluate performance and effectiveness of system
- Evaluate cost effectiveness
- Compliance with policies and regulations
- Interpretation of process monitoring data
- Verification that discharge standards are being achieved
- Compare design parameters with actual parameters
- Collection and reporting of accurate and reliable data
- Review and record changes to process monitoring

The (per month) fee for project management shall be based upon providing the above mentioned tasks as required, and no additional compensation will be allowed.

**Contractor shall include a proposed monthly cost for year 2 for maintenance, operations, testing and reporting. This price shall be used should the City wish to continue using the contract services beyond the current contract duration. Amount is NOT to be included in the guaranteed maximum price.**

**Note: The requirements of Sections 147 and 148 apply to the entire treatment facility: Ground water and soil vapor systems.**

### **Groundwater Sampling and Analysis**

The contractor shall provide all labor, materials, tools and equipment to gather, package, transport, analyze, properly dispose of, and provide report of results for each groundwater sample. The samples shall be tested as per method 8260B at an approved laboratory. Typically a grouping of:

- 6 samples/month (year 1)
- 4 samples/month (years 2 and 3)
- 2 samples/month (years 4 and 5)

will be taken during a M&O visit. The number of samples is an estimate and may change as required by the engineer or other controlling agencies. Whether the sample gathering coincides with M&O visits or is accomplished by the same personnel is up to the economies of

the Contractor. The contract price paid per sample shall include full compensation for doing all the work defined above and no additional Compensation will be allowed.

#### **Provide Analytical Results and Field Measurements to Engineer**

As detailed in the M&O Manuals for either the Ground Water Extraction (GWE) or the Soil Vapor Extraction (SVE) units, the Contractor shall provide field data and measurements, and sample analysis results to the City's consulting engineer, Treadwell and Rollo. At this point, the information may be transmitted by hard copy or electronically; no specialized computer programs will be required to process and deliver the results.

The contract price paid for each (monthly) transmittal of analytical results and field measurements shall include full compensation for providing all labor, materials, tools and equipment and no additional compensation will be allowed.

#### **Utilities – Information Only**

Electrical, sewer, storm drain, natural gas, telephone and other related monthly utility charges that may be applicable to the operation of the GWE and SVE units will be paid directly by the City.

#### **1 ½ Horsepower Submersible Pump Svstem / 5 Horsepower Submersible Pump System**

The contractor shall provide a price for replacing (in kind) each of the complete submersible pumping units, at the end of their useful life. These are continuous duty units, where their service life is estimated to be between 5,000 and 10,000 hours (1 to 2 years). The price shall include all labor, materials, tools, equipment, permits, pump, motor, drop pipe, drop wire, and control box to remove and replace each of the submersible pump systems and no additional compensation will be allowed.

#### **Granular Activated Carbon (GAC) (Liquid Phase) / Granular Activated Carbon (Vapor Phase)**

The Contractor shall provide a price per pound for GAC for both the liquid phase and vapor phase treatment units. Typically, the liquid phase change out of spent carbon will be for one (1) 3,000 pound vessel and the vapor phase will be for one (1) 8,000 pound vessel at a time. Several "change outs" may be required in the first year.

The contract price paid per pound for GAC (liquid phase) and GAC (vapor phase) shall include all labor, materials, tools, equipment, replacement carbon (GAC), documentation of and proper disposal of or regeneration of spent carbon, transportation to change out spent carbon, and supply new or regenerated GAC matching the specifications of the engineer and no additional compensation will be allowed.

#### **Non-Routine Maintenance and Repairs**

Non-routine maintenance shall be defined as mechanical, electrical or site repairs that are not covered by items or sections in the M&O Manual. The Contractor shall provide to the City, on an approved call out basis, appropriately trained craftsmen to assess the repairs required, determine the most advantageous method to complete the work, and then report back to the Contractor and the City for approval and direction. There are no minimum hours on call outs,

and billable hours are only hours on the job and do not include travel time as billable hours. **The amount paid shall be equal to the prevailing wage rate for the category of labor, burden, direct cost of parts and/or materials used, sales tax; and a total 15% markup.**

The contract price paid (per hour) for non-routine maintenance and repairs shall include full compensation for furnishing all labor, tools, and equipment required to assess the needed repairs, make the repairs, if possible, and or record a course of action for repairs, and no further compensation will be allowed.

#### **Waste Disposal (Knockout Drum Water)**

The contract price paid per gallon for disposal of knockout drum water shall include full compensation for collection, transportation, documentation and proper disposal of water accumulated in the 500-gallon knockout storage drum as detailed in the M&O Manual and as required by the operator of the treatment system, and no additional compensation will be allowed.

#### **GAC Vapor Sampling and Testing by TO15**

The Contractor shall provide all labor, materials, tools and equipment to gather, package, transport, analyze, properly dispose of, and provide report of results for each vapor sample. The samples shall be tested as per method TO15 at an approved laboratory. Typically a grouping of:

- 4 samples per week (year 1)
- 4 samples biweekly (years 2 and 3)
- 4 samples per month (years 4 and 5)

will be taken during a visit. The number of samples is an estimate and may change as required by the engineer or other controlling agencies. The contract price paid per sample shall include full compensation for performing the work as described above and no additional compensation will be allowed.

#### **Subcontractor List**

Operations, Maintenance, Sampling and Reporting:  
WGR Southwest, Inc.  
315 West Pine Street, Suite 8  
Lodi, CA 95240

Granular Activated Carbon:  
Mako Industries, LTD  
831 N Street  
Livermore, CA 94551



Fee Proposal

Item	Description	Qty.	Unit	Unit Price	Total	Reference
Y2-1	Year 2 Operation, Maintenance, Sampling and Reporting	12	Month	\$4,080.00		RWQCB and SJVAPCD Reauirements
Y2-2	Liquid System Granular Activated Carbon (GAC)	36,000	Pound	\$3.23	\$116,280.00	6-153
Y2-3	Vapor System Granular Activated Carbon (GAC)	96,000	Pound	\$4.06	\$389,760.00	6-153
Y2-4	Waste Disposal (Knockout Drum Water)	<del>1,000</del>	<b>Gallon</b>	\$3.87	\$3,870.00	6-161
	Total Year 2 Operation, Maintenance, Sampling and Reporting				\$558,870.00	Total of items Y2-1 – Y2-4. This amount, divided by 12, should be the same amount entered on RFP Part B as the Year 2 monthlv cost.

## CITY OF LODI

221 West Pine Street, P.O. Box 3006, Lodi, California, 95241-1910

## INSTRUCTIONS/REQUIREMENTS FOR INSURANCE COVERAGE

1. All contractors/developers who have contracts or agreements with the City are required to carry general liability/automobile insurance.
2. A duplicate or certificate of insurance shall be delivered to the City prior to starting any work on a project.
3. Each certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi notice 30 days prior to the cancellation or reduction in coverage of any policy.
4. The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
5. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.
6. The CITY OF LODI, ITS ELECTED AND APPOINTED BOARDS, COMMISSIONS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS must be named as additional insured as an endorsement attached to the certificate of insurance. (THE CITY OF LODI, ITS ELECTED AND APPOINTED BOARDS, COMMISSIONS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS MUST BE NAMED THE ADDITIONAL INSURED.)
7. Both the street address and the post office box of the CITY OF LODI must be shown along with Number 6 above: 221 West Pine Street, P.O. Box 3006, Lodi, California, 95241-1910.
8. In addition to the additional named insured endorsement on the policy of insurance, said insurance policy shall be endorsed to include the following language:  

“Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement.”
9. The minimum limits of such insurance shall be \$5,000,000 Bodily Injury each occurrence/aggregate, or \$10,000,000 combined single limit.  
 Automobile insurance \$1,000,000: Contractors must carry automobile insurance.  
 Pollution Liability: \$5,000,000 per occurrence and \$10,000,000 aggregate.  
 Professional Liability (Errors & Omissions): \$1,000,000 per claim.
10. If the limits of coverage are not the amounts specified in Number 9 above, and/or if the City is not named as an additional insured on the attachment to the certificate of insurance, and/or if the primary insurance endorsement is not attached, the City will not accept the certificate and a corrected certificate must be furnished to the City.
11. Contractor/Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claim period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
12. “Claims made” coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.
13. No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the Public Works Department. **Please be sure your insurance company sends this certificate to the attention of the Public Works Department.**

1. AA# \_\_\_\_\_

2. JV# \_\_\_\_\_

## CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	03/16/2012
4. DEPARTMENT/DIVISION: Public Works			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	190		3205	Fund Balance	\$ 558,870.00
B. USE OF FINANCING	190	190121	7323	PCE Remedial Measures	\$ 558,870.00

### 7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Professional Services Agreement and extension with Diede Construction for operations and maintenance services.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: \_\_\_\_\_ Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: Harry Landin

### 8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager \_\_\_\_\_ Date \_\_\_\_\_

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-32

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES  
AGREEMENT AND EXTENSIONS FOR OPERATIONS AND  
MAINTENANCE SERVICES OF CENTRAL PLUME PCE/TCE  
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM  
AND FURTHER APPROPRIATING FUNDS

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WHEREAS, the Central Plume PCE/TCE Remedial Measure Project was awarded to Diède Construction, Inc., of Woodbridge, on March 7, 2010, and consisted of the design, construction, one-year operation and maintenance of a groundwater extraction and treatment system, and a soil vapor extraction and treatment system; and

WHEREAS, staff recommends exercising the option provided in the original bid documents for Diède Construction, Inc., to continue providing maintenance, operations, testing and reporting services for the treatment facility; and

WHEREAS, staff further recommends that the City Manager be authorized to negotiate and execute annual extensions of the Professional Services Agreement with Diède Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Diède Construction, Inc., of Woodbridge, California, in the amount of \$558,870, for operation and maintenance services of the Central Plume PCE/TCE groundwater extraction and treatment system; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to negotiate and execute annual extensions of the Professional Services Agreement with Diède Construction, Inc., for operation and maintenance services of the Central Plume PCE/TCE groundwater extraction and treatment system; and

BE IT FURTHER RESOLVED that funds in the amount of \$558,870 be appropriated from Central Plume Settlement Funds.

Dated: April 4, 2012

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I hereby certify that Resolution No. 2012-32 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 4, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Katzakian and Nakanishi

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk